



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Knox County, Indiana ("Client"), on September 4, 2007.

### PROFESSIONAL

The Schneider Corporation  
Historic Fort Harrison  
8901-Otis Avenue  
Indianapolis, Indiana 46216  
317-826-7100

### CLIENT

Knox County, Indiana  
111 N. 7<sup>th</sup> Street  
Vincennes, Indiana 47591  
ph. 812.885.2502  
fax 812.886.2414

Project Name: GIS Services

Common Location: Vincennes, Indiana

Sec/Twp/Rg: N/A

County: Knox County, Indiana

Client intends to contract for **GIS Professional Services ("Project")**:

### **AGREEMENT**

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

- 1. Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
- 2. Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
- 3. Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
- 4. Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with Schedule of Fees.
6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
- A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
- B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. The initial term of this Agreement for specific renewal-based deliverables, including web hosting and system support, shall be specified in the Scope of Work. These specific deliverables shall automatically renew for successive terms which consist of a twelve month period, subject to earlier termination as set forth in Section 9 or upon written notification by either party 30 days prior to the end of a term. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
  - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
  - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
  - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
  - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
  - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
  - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
  - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's

liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to professional in connection with the contract.

12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
14. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
15. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**CLIENT**

Knox County, Indiana - County Commissioners

By: James T. Smith

Print: James T. Smith

Title: President, Knox County Commissioners

Date: 9/17/07

**PROFESSIONAL**

The Schneider Corporation

By: Jeff Corns

Print: Jeff Corns

Title: Vice President, GIS Operations

Date: 9/25/2007

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: GIS Services**

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

**Parcel re-numbering:** structure the County's parcel identification numbers (PINs) of up to 33,000 parcels to match the State of Indiana's current mandated standard. The deliverable product will be a database that contains each old parcel number and its corresponding new number. The County can then use the delivered database to upload the new PINs into Manatron with their assistance.

The Schneider Corporation will complete a pilot project before full production begins. The completion of the pilot project will allow the County to fully understand and test the structure of the new number, and allow The Schneider Corporation to test its automation programs. Based on the results of the pilot, the County will have the opportunity to adjust the product specifications on a reduced project area without having to affect the entire County database. Likewise, The Schneider Corporation will have the opportunity to analyze the results and adjust the methodology and/or scope, to better meet the needs of the County.

**ripple** – Software that provides to ability to synchronize your CAMA, Tax Roll, GIS and other database applications. Automated connections to your databases can be integrated directly in your existing applications.

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

**ATTACHMENT B  
FEE SCHEDULE  
Name of Project: GIS Services**

Client shall compensate Professional for services rendered in accordance with the following:

**Fixed Fee -** Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

**Hourly Services -** Client shall receive monthly invoices reflecting the prior month's Hourly services.

***Hourly Fee Schedule***

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$65.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

**Hourly Services Expenses:**

Travel time for onsite visits will billed at \$50.00 per hour.

Certified mailings or Shipping	at cost
Other out-of-pocket expenses	cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

**DESIGNATION OF CLIENT'S REPRESENTATIVE**  
**Name of Project: GIS Services**

In accordance with Paragraph 4(1) of the Professional Services Agreement between Knox County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated September 4, 2007 Client hereby designates Sharon Duke, Knox County Auditor and Richard Vermillion, Knox County Surveyor to act as the Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ Exceptions (list below)

**CLIENT**

Knox County, Indiana - County Commissioners

By: 

Print: James Parry

Title: President, Knox County Commissioners

Date: 9/17/07

**AUTHORIZATION TO PROCEED**  
**Name of Project: GIS Services**

In accordance with Paragraph 3 of the Professional Services Agreement between Knox County, Indiana ("CLIENT") and The Schneider Corporation ("Professional"), dated September 4, 2007 The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

**Fixed Fee**

\$16,500.00 - For parcel re-numbering for up to 33,000 parcels (not including fees from CAMA and/or tax providers)  
\$ 4,500.00 - For one site license of geogear "ripple"

**\$21,000.00 – Fixed fee total**

Hourly services (provided on demand and invoiced monthly according to Attachment B).

**CLIENT**

Knox County, Indiana - County Commissioners

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_  
President, Knox County Commissioners

Date: \_\_\_\_\_

9/17/07